

Amendment 261
Contract No. 229944

**To the Contract for the Design, Implementation, Operation and Maintenance of the
Regional Fare Coordination System**

This Amendment 261 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 1st day of August, 2013, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for performing the Preliminary Analysis (PA) necessary to develop a proposal for the scope and cost to modify Pierce Transit's (PT) Customer Service Terminals (CSTs) so that credit card data can be transmitted to Cybersource. This work is performed per RFI 694 ORCA *Add Cybersource to PT CSTs* as approved per the Agencies' response dated July 16, 2013.
- C. The Parties agree that the Work necessary to perform the Preliminary Analysis will be compensated as follows.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the preliminary analysis to produce a report of findings (ROF) with its proposal, based on an agreed set of requirements, to modify PT's CSTs so that credit card data can be transmitted to Cybersource. The parties agree to the following process for development of this ROF:

(a) The parties will engage in meetings to review the business needs for the new work item and determine and document the requirements. At a minimum, these meetings will address the requirement to allow PT to transmit data to Cybersource with a different Cybersource Merchant Identification (MID) at each CST location which will enable PT to change the processor MID in the future without the assistance of the Contractor. Said meetings shall include the necessary technical resource(s) from the Contractor.

(b) The Contractor will perform an analysis of based on the requirements as defined in item 1.1 (a).

(c) The Contractor will submit the first version of the ROF to the Agencies detailing the requirements as summarized in 1.1(a) and (b).

(d) The Agencies and the Contractor will, if needed, exchange comments and questions of clarifications in a few iterations to ensure the requirements are fully understood and agreed upon.

(e) Upon notice from the Agencies that the requirements, as documented are agreed, the Contractor shall update the ROF further to detail the following:

- i. A solution proposal mapped to the requirements as agreed upon in item (e)
- ii. A list of configuration items that will need to be modified or added
- iii. A summary of issues, risks or system constraints to be considered in the solution, or suggestions for a limited or otherwise altered solution
- iv. A detailed cost estimate to implement the solution based on the agreed requirements
- v. A detailed schedule proposal to include Milestones for key decisions and/or deliverables as required for the solution
- vi. A summary of required Contract revisions, if any

(f) The Agencies and the Contractor will, if needed, exchange comments and questions of clarifications to ensure the solution as proposed meets the requirements as agreed in section 1.1 (e). The number of exchanges will be a function of the complexity and number of requirements.

(g) Upon submission of the completed ROF and approval by the Agencies, which shall not be unreasonably withheld, the Agencies will confirm that the Contractor's work is complete.

1.2. If, following approval of the deliverable in item (e) above, the Agencies request a change to the previously agreed upon requirements which results in a need to materially change the ROF, the work associated with this Amendment shall be deemed complete and a revised Amendment will be drafted for the scope and cost associated with the work to address the new or changed requirements.

Section 2.0 Schedule

2.1 The Contractor will perform the work to prepare and submit to the Agencies the initial Preliminary Analysis Report of Findings (PA-ROF) as described in Section 1.0 no later than eight (8) weeks following conclusion of the requirement gathering meetings as detailed in Section 1.1 (a).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 261

To perform Preliminary Analysis to develop a proposal to modify PT's CSTs so that credit card data can be transmitted to Cybersource.	
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TOTAL	\$5,731
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Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and Sixty-one shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 7/31/13

The Agencies

By: [Signature]
Their: Operations Manager
On behalf of the Agencies
Date: August 1, 2013